

**CHRISTENSEN JAMES & MARTIN**  
EVAN L. JAMES, ESQ. (7760)  
DARYL E. MARTIN, ESQ. (6735)  
7440 W. Sahara Avenue  
Las Vegas, Nevada 89117  
Telephone: (702) 255-1718  
Facsimile: (702) 255-0871  
Email: elj@cjmlv.com, dem@cjmlv.com  
*Attorneys for Defendants Nevada Service Employees  
Union, Luisa Blue, and Martin Manteca*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

JAVIER CABRERA, an individual;  
DEBORAH MILLER, an individual,  
CHERIE MANCINI, an individual;  
NEVADA SERVICE EMPLOYEES  
UNION STAFF UNION (“NSEUSU”),  
an unincorporated association,

Plaintiffs,

vs.

SERVICE EMPLOYEES  
INTERNATIONAL UNION, a nonprofit  
cooperative corporation; LUISA BLUE,  
in her official capacity as Trustee of  
Local 1107; MARTIN MANTECA, in  
his official capacity as Deputy Trustee of  
Local 1107; MARY K. HENRY, in her  
official capacity as Union President;  
CLARK COUNTY PUBLIC  
EMPLOYEES ASSOCIATION dba  
NEVADA SERVICE EMPLOYEES  
UNION aka SEIU LOCAL 1107, a  
nonprofit cooperative corporation;  
CAROL NIETERS, an individual; DOES  
1-20; and ROE CORPORATIONS 1-20,  
inclusive,

Defendants.

Case No.: 2:18-cv-00304-RFB-DJA

**JOINT PRETRIAL ORDER**

After pretrial proceedings in this case,

IT IS HEREBY ORDERED in accordance with Chamber Practices:

**I. THE NAMES, LAW FIRMS, ADDRESSES, AND TELEPHONE AND FAX NUMBERS OF TRIAL COUNSEL.**

A. Plaintiff's Counsel.

Michael J. Mcavoyamaya, Esq.  
4539 Paseo Del Ray  
Las Vegas, Nevada 89121  
Telephone: (702) 299-5083

B. Defendant Clark County Public Employees Association dba Nevada Service Employees Union dba Local 1107 (hereinafter "Local 1107") Counsel. Note, the caption misnames this defendant. The correct name of the defendant is Nevada Service Employees Union.

Christensen James & Martin  
Evan L. James, Esq.  
Daryl E. Martin, Esq.  
7440 W Sahara Ave.  
Las Vegas, NV 89117  
Telephone: (702) 255-1718  
Fax: (702) 255-0871

C. Defendant Service Employees International Union (hereinafter "SEIU") Counsel.

Rothner, Segall & Greenstone  
Glenn Rothner, Esq.  
Eli Naduris-Weissman, Esq.  
510 South Marengo Avenue  
Pasadena, California 91101-3115  
Telephone: (626) 796-7555  
Fax: (626) 577-0124

**II. SUBJECT MATTER JURISDICTION.**

A. Plaintiffs' Statement.

On February 16, 2018, this action was removed to Federal Court pursuant to the doctrine of complete preemption pursuant to 29 U.S.C. § 185, Section 301 of the

1 LMRA. Plaintiffs amended the complaint to add federal discrimination claims in  
2 violation of the ADA. This Court has jurisdiction over the federal claims pursuant to  
3 28 USC § 1331 and §1343, and supplemental jurisdiction over the state law claims  
4 pursuant to 28 USC §1367.

5 B. Local 1107's Statements.

6 i. Miller's Claims.

7 a. Discrimination Claims (First and Tenth Claims for Relief).  
8 Jurisdiction over First Claim for Relief exists pursuant to Article  
9 III of the United States Constitution as the Americans with  
10 Disabilities Act ("ADA") is federal statute. Jurisdiction over the  
11 Tenth Claim for Relief exists pursuant to 29 U.S.C. § 1367.

12 b. Retaliation Claims (Second and Eleventh Claims for  
13 Relief). Jurisdiction over Second Claim for Relief exists pursuant  
14 to Article III of the United States Constitution as the ADA is  
15 federal statute. Jurisdiction over the Eleventh Claim for Relief  
16 exists pursuant to 29 U.S.C. § 1367.

17 c. Hostile Work Environment Claim (Third Claim for Relief).  
18 Jurisdiction over the Third Second Claim for Relief exists  
19 pursuant to Article III of the United States Constitution as the  
20 ADA is federal statute.

21 ii. Cabrera's Claim. Breach of Contract, Wrongful Termination  
22 Claim, (Seventh Claim for Relief). Jurisdiction over Second  
23 Claim for Relief exists pursuant to Article III of the United States  
24 Constitution and the Labor Management Relations Act  
25 ("LMRA"). *See also* 29 U.S.C. § 185(a). However, Cabrera's  
26 failure to utilize the grievance and arbitration provisions of the  
27

collective bargaining agreement deprive the court of the power to adjudicate this claim.

iii. Nevada Service Employees Union Staff Union (herein “Staff Union”) Claims. Though as indicated in the next section, Local 1107 does not believe the Staff Union has any claims to be tried with respect to the Eighth Claim for Relief. Jurisdiction for breaches of the collective bargaining agreement would exist pursuant to Article III of the United States Constitution as the LMRA is federal statute (*See also* 29 U.S.C. § 185(a)). However, the Staff Union’s failure to utilize the grievance and arbitration provisions of the collective bargaining agreement deprive the court of the power to adjudicate these claims

iv. Alter-Ego. Alter-ego is a legal doctrine and not a claim for relief. Jurisdiction must attach in connection to a claim for relief.

C. SEIU’s Statements.

i. General Statement of Subject Matter Jurisdiction: SEIU concurs with Local 1107’s statement regarding subject matter jurisdiction, and does not contest that there is subject matter jurisdiction over Plaintiffs’ claims under the Americans with Disabilities Act, section 301 of the Labor Management Relations Act, 29 U.S.C. § 185 (“Section 301”), and supplemental jurisdiction, under 29 U.S.C. § 1367, over Plaintiffs’ claims under Nevada law, specifically the Tenth and Eleventh claims asserting violations of N.R.S. §§ 613.330(1) & 613.340(1).

ii. Pending Legal Question Regarding whether Plaintiffs’ Section 301 Claims May Proceed Because Plaintiffs Failure to Exhaust Contractual Remedies: SEIU specifically agrees that Plaintiff

Cabrera’s and Plaintiff NSEUSU’s claims under Section 301—the Seventh and Eighth Causes of Action, respectively—may not be tried because Plaintiffs did not exhaust their contractual remedies under the collective bargaining agreement between Local 1107 and NSEUSU, or establish an excuse from these mandatory requirements, thus barring further litigation of these claims. *See also* ECF No. 225 (SEIU’s Motion for Reconsideration And/Or Clarification of Summary Judgment Order, requesting that Court rule on the unaddressed argument put forward by SEIU that Plaintiffs have failed to exhaust contractual remedies or present a valid excuse from the requirement).

### **III. STATEMENTS OF ISSUES REMAINING TO BE TRIED.**

#### **A. Plaintiffs’ Statements.**

This is an action for employment discrimination under state law and the Americans with Disabilities Act (“ADA”), and for breach of contract, a collective bargaining agreement (“CBA”) between the Nevada Service Employees Union Staff Union (“NSEUSU”) and the Service Employees International Union (“SEIU”) Local 1107 in violation of the Labor-Management Relations Act (“LMRA”). Plaintiffs have also alleged alter-ego liability against SEIU International. The claims relating to each of the remaining Plaintiffs are as follows:

##### **i. Plaintiff Miller’s Remaining Claims.**

Claim One – Disability Discrimination in Violation of the ADA. *See* 42 U.S.C. § 12101 et seq; 29 C.F.R. § 1630.2

Claim Two – Retaliation in Violation of the ADA *See* 42 U.S.C. § 12101 et seq; 29 C.F.R. § 1630.2

Claim Three – Disability Harassment/Hostile Work Environment in Violation of the ADA *See* 42 U.S.C. § 12101 et seq; 29 C.F.R. § 1630.2

1 Claim Ten – Disability Discrimination in Violation of NRS 613.330

2 Claim Eleven - Disability Discrimination in Violation of NRS 613.340

3 ii. Javier Cabrera And NSEUSU’s Remaining Claims

4 Claim Seven - Breach of Contract pursuant to Section 301 of the LMRA.

5 *See* 29 U.S.C. § 185.

6 iii. NSEUSU’s Remaining Claims

7 Claim Seven and Eight - Breach of Contract pursuant to Section 301 of  
8 the LMRA. *See* 29 U.S.C. § 185.

9 iv. Additional Matters

10 Plaintiffs have alleged alter-ego liability seeking to hold SEIU International  
11 jointly and severally liable for all claims alleged herein.

12 The Court previously dismissed the Fourth Claim for relief in violation of the  
13 Family Medical Leave Act (“FMLA”), Fifth Claim for breach of the NSEUSU CBA  
14 in violation of Section 301 of the LMRA, the Ninth Claim for violation of NRS  
15 614.90-110, the Twelfth Claim for retaliation in violation of NRS 613.340, and  
16 claims Thirteen, Fourteen and Fifteen for claim splitting.

17 Defendants have moved to reconsider the Court’s order granting in part and  
18 denying in part the parties’ Motions for Summary Judgment. Should the Court grant  
19 Defendants’ requests, some of the remaining claims could be dismissed. Plaintiff  
20 Miller has sought reconsideration of the dismissal of Claim Five for breach of the  
21 CBA in violation of Section 301 of the LMRA. Should the Court grant Plaintiff  
22 Miller’s request, the Fifth Claim for relief would be reinstated.

23 B. Local 1107’s Statements.

24 Local 1107 asserts that certain matters may not be tried should the Court  
25 grant pending motions for reconsideration. Absent such a grant, the following  
26 matters are at issue.

1 i. Miller's Discrimination Claims. Local 1107 concedes that  
2 Miller's diabetes constitutes a disability. Miller must show that (1) she  
3 was discriminated against because of her diabetes and (2) the alleged  
4 discriminatory acts would not have occurred but-for the disability. Local  
5 1107 asserts Miller cannot do so; that she was not subject to an adverse  
6 employment action; that she was granted reasonable accommodations;  
7 that but for a requested and granted leave of absence to address her  
8 diabetes, she refused to implement granted accommodations; the  
9 accommodations she requested were not reasonable nor available and /  
10 or would create an undue hardship, and that she abandoned the  
11 interactive process prior to voluntarily leaving her employment. Local  
12 1107 asserts that since Miller voluntarily left her employment she must  
13 establish being constructively discharged as she has pleaded. Local 1107  
14 further asserts that Miller was not a qualified individual under the  
15 discrimination statutes.

16 ii. Miller's Retaliation Claims. Local 1107 concedes that Miller  
17 engaged in a protected activity. She must therefore establish that she (1)  
18 suffered an adverse employment action and (2) the adverse action would  
19 not have occurred but for her claimed disability. Local 1107 asserts  
20 Miller cannot do so; that she was not subject to an adverse employment  
21 action; that she was granted reasonable accommodations; that but for a  
22 requested and granted leave of absence to address her diabetes, she  
23 refused to implement granted accommodations; and that she abandoned  
24 the interactive process prior to voluntarily leaving her employment.  
25 Local 1107 asserts that since Miller voluntarily left her employment she  
26 must establish being constructively discharged as she has pleaded.  
27

1           iii. Miller's Harassment/Hostile Work Environment Claim. Local  
2           1107 asserts that the Ninth Circuit Court of Appeals has not recognized  
3           the cause of action of hostile work environment under the ADA. As  
4           such, this is not a cognizable claim. Assuming that such a claim was  
5           recognized, Miller would need to prove that she was (1) subject to  
6           unwelcome harassment, (2) the harassment would not have occurred but  
7           for her disability, and (3) the conduct was sufficiently severe and  
8           pervasive to alter the conditions of her employment and create an  
9           abusive work environment. Local 1107 asserts that Miller cannot meet  
10          the elements nor show that the alleged conduct was frequent enough,  
11          severe enough, physically threatening or humiliating beyond mere  
12          coincidence, or sufficient enough to interfere with her employment so  
13          as to alter the terms and conditions of her employment, especially given  
14          the accommodations provided to Miller but which she refused to  
15          implement.

16          iv. Cabrera's Breach of Contract Claim. Local 1107 asserts that  
17          Cabrera has only one claim for wrongful termination in violation of  
18          Article 7 of the collective bargaining agreement between Local 1107 and  
19          the Staff Union, arising under Section 301. All other claimed contractual  
20          breaches must be asserted by the Staff Union as Cabrera's bargaining  
21          representative. Because it is undisputed that neither Cabrera nor the  
22          Staff Union utilized the grievance and arbitration provisions of the  
23          collective bargaining agreement, he must prove that Local 1107  
24          repudiated those provisions. If he proves repudiation, he must then  
25          establish that Local 1107's proffered reasons for terminating his  
26          employment constitute a breach of the collective bargaining agreement.  
27          Cabrera also seeks punitive damages for the claimed breach of the



1 collective bargaining agreement. Local 1107 asserts that Cabrera will  
2 need to show that Local 1107 willfully abused a fiduciary duty owed to  
3 him arising under a binding contract, in addition to the breach being  
4 extreme and outrageous.

5 v. Nevada Service Employees Union Staff Union's Claims. The  
6 issue of whether or not Local 1107 staffed the Front Desk Position for  
7 the sole purpose of displacing a Staff Union employee is a remaining  
8 issue. Local 1107 concurs with SEIU's position that the Staff Union  
9 Eighth Claim for Relief is not an omnibus claim for any employment  
10 action taken by Local 1107. The Staff Union also seeks punitive  
11 damages for the claimed breach of the collective bargaining agreement.  
12 Local 1107 asserts that the Staff Union will need to show that Local  
13 1107 willfully abused a fiduciary duty owed to it arising under a binding  
14 contract, in addition to the breach being extreme and outrageous.

15 vi. Damages. For Miller's discrimination claim, the issue of damages  
16 and mitigation of damages remains to be tried. As to her punitive  
17 damages prayer for relief, the issue of intentional discrimination through  
18 acts of malice or reckless indifference will need to be specifically  
19 proven. The Staff Union needs to establish damages as well

20 vii. Issues not to be tried. The Fourth, Fifth, Sixth, Ninth, Twelfth,  
21 Thirteenth, Fourteenth, and Fifteenth Causes of Action are not to be tried  
22 based on prior dispositive rulings of the Court. Also, issues relating to  
23 punitive and compensatory damages relating to Miller's retaliation  
24 claim are not to be tried as they are unavailable as equitable relief. Issues  
25 relating to Cabrera's damages are not to be tried as Local 1107 has  
26 affirmatively represented that it is complying with the National Labor  
27 Relations Board's make whole order.

1 C. SEIU's Statements.

2 Below SEIU briefly summarizes the claims and defenses that remain to be  
 3 tried. Below SEIU briefly summarizes the claims and defenses that remain to be  
 4 tried. The list of remaining claims is based on the First Amended Complaint and the  
 5 Court's prior dispositive orders, namely the Court's orders related to Defendants'  
 6 motions to dismiss under Rule 12(b)(6) [ECF Nos. 131, 133, & 152], and the Court's  
 7 order on all parties' motions for summary judgment [ECF No. 224]. SEIU also notes  
 8 that with respect to a number of Plaintiffs' claims, SEIU had raised dispositive  
 9 arguments in its motion for summary judgment that the Court has not ruled on, and  
 10 which are the subject of SEIU's Motion for Reconsideration And/Or Clarification  
 11 [ECF No. 225]. These pending claims, which may be resolved prior to trial, are  
 12 indicated as "*pending motion for reconsideration*" below.

13 i. As to All Claims: SEIU asserts that it may not be held liable for  
 14 Local 1107's employment actions, as asserted by Plaintiffs, based on the  
 15 "alter-ego" or "single employer" claims under the Americans with  
 16 Disabilities Act, Section 301, or the claims asserted by Plaintiffs under  
 17 Nevada law.

18 ii. Miller's Discrimination Claim (First and Tenth Causes of  
 19 Action): SEIU concurs with Local 1107's statement of the claims and  
 20 defenses at issue with respect to Miller's disability discrimination  
 21 claims, including the issue of damages, alleged under the Americans  
 22 with Disabilities Act, 42 U.S.C. § 12101 et seq, and Nevada Revised  
 23 Statutes § 613.330(1). In addition, SEIU raises the defense that it may  
 24 not be held liable for Local 1107's employment conduct as alleged by  
 25 Plaintiffs under those laws.

26 iii. Miller's Retaliation Claims (Second and Eleventh Causes of  
 27 Action - *pending motion for reconsideration*): SEIU concurs with

1 Local 1107's statement of the claims and defenses at issue with respect  
2 to Miller's retaliation claims, including the issue of damages, alleged  
3 under the Americans with Disabilities Act, 42 U.S.C. § 12203(a), and  
4 Nevada Revised Statutes § 613.340(1). In addition, SEIU raises the  
5 defense that it may not be held liable for Local 1107's employment  
6 conduct as alleged by Plaintiffs under those laws.

7 iv. Miller's Retaliation Claims (Third Cause of Action - *pending*  
8 *motion for reconsideration*): SEIU concurs with Local 1107's  
9 statement of the claims and defenses at issue with respect to Miller's  
10 harassment/hostile environment claims, including the issue of damages,  
11 apparently alleged under the Americans with Disabilities Act but  
12 without citation to any specific statute. *See* ECF No. 27 (First Amended  
13 Complaint) at 15-16. Additionally, SEIU raises the defense that it may  
14 not be held liable for Local 1107's employment conduct as alleged by  
15 Plaintiffs under the ADA.

16 v. Cabrera's Breach of Contract Claim (Seventh Claim for Relief -  
17 *pending motion for reconsideration*): SEIU concurs with Local 1107's  
18 statement of the claims and defenses at issue with respect to Cabrera's  
19 breach of contract claim, alleged under Section 301. In addition, SEIU  
20 raises the defense that it may not be held liable for Local 1107's  
21 employment conduct as alleged by Plaintiffs under Section 301.

22 vi. NSEUSU's Breach of Contract Claim (Eighth Claim for Relief -  
23 *pending motion for reconsideration*): SEIU has sought reconsideration  
24 and/or clarification on this claim because the Court did not rule on the  
25 dispositive arguments in SEIU's summary judgment motion.<sup>1</sup> As such,

---

26  
27 <sup>1</sup> SEIU there argued that the Eighth Claim for relief is: (1) barred because NSEUSU  
did not exhaust available contractual remedies by seeking arbitration of these

1 SEIU believes that no remaining claims in the Eighth Cause of Action  
2 should remain.

3 However, in Plaintiffs' statement of the claims and issues, they  
4 have limited their allegations regarding NSEUSU to the following issue:  
5 "Did Defendants breach Articles 8 and 22 of the NSEUSU CBA by  
6 unlawfully terminating NSEUSU bargaining unit employees, and hiring  
7 temporary employees to fill bargaining unit positions for the sole  
8 purpose of displacing NSEUSUS bargaining unit employees . . . ."

9 In recent pleadings (*see, e.g.*, ECF Nos. 200, 232, 236), Plaintiffs  
10 have sought to expand their claim of breach to include a general issue of  
11 whether Defendants breached the CBA by unlawfully terminating  
12 NSEUSU bargaining unit employees, and hiring temporary employees  
13 to fill bargaining unit positions. SEIU does not agree that this issue may  
14 be tried, as it is not alleged in Plaintiffs' First Amended Complaint (*see*  
15 ECF No. 27, §§ 174-184). The only related breach claimed is that of  
16 Article 8, alleged in the FAC alleged by NSEUSU in the extant Eighth  
17 Claim for Relief in paragraph 178 as follows: "The SEIU International  
18 Trustees breached Article 8 Section 2 Clause 4 of the CBA by hiring a  
19 temporary employee to fill a vacant permanent front desk position  
20 covered by the CBA for the sole purpose of displacing a bargaining unit  
21

---

22 claims as required under Section 301; (2) moot; (3) to the extent the Staff Union  
23 seeks relief on its claim that Local 1107 changed the terms and conditions of the  
24 CBA without bargaining, as alleged in paragraphs 176-77 of the First Amended  
25 Complaint, preempted because such claim would be subject to the exclusive  
26 jurisdiction of the National Labor Relations Board under *San Diego Building*  
27 *Trades Council v. Garmon*, 359 U.S. 236, 245 (1959); and (4) fail on the merits of  
the claimed breaches, i.e. claims for breach of Articles 8, 11, and 24. *See* ECF No.  
167 at 44-46 (including footnotes 24, 27, 28, regarding *Garmon* preemption and  
the merits of the asserted breaches).

employee.” This claim only concerns the hiring of *one* temporary employee alleged to have displaced *one* bargaining unit position, i.e. the front desk position. Therefore, any claim asserted by NSEUSU with respect to the termination of bargaining unit employees is limited to a claim with respect to this position.

In addition, SEIU raises the defense that it may not be held liable for Local 1107’s employment conduct as alleged by Plaintiffs under Section 301. Finally, SEIU contends that even if a breach occurred, the Staff Union is not entitled to punitive damages based on Ninth Circuit law disfavoring punitive damages under Section 301, and because any such breaches did not rise to the extreme level required for punitive damages.

vii. Issues NOT to be Tried: SEIU hereby specifies that the Fourth, Fifth, Sixth, Ninth, Twelfth, Thirteenth, Fourteenth, and Fifteenth Causes of Action are not to be tried based on prior dispositive rulings of the Court. SEIU further avers that NSEUSU’s claims in the Eighth Cause of Action are limited in the manner described above.

#### **IV. STATEMENT ON TRIAL DAYS AND JURY VS. JUDGE TRIAL.**

A. The parties estimate trial will take two weeks, ten days. Plaintiffs asserted a jury demand on all issues in their First Amended Complaint. Local 1107 asserts that a jury is not allowed (1) because the claims are subject to arbitration, (2) Miller’s retaliation claim is not subject to jury consideration, *See Alvarado v. Cajun Operating Co.*, 588 F.3d 1261, 1270 (9th Cir. 2009), and (3) a jury is not allowed to consider punitive damages as it is the Court’s duty to craft federal labor policy. SEIU concurs with Local 1107’s position regarding which claims may be tried to a jury.

**V. CONSENT TO TRIAL BY MAGISTRATE JUDGE.**

The parties did not reach consensus on trial by a magistrate judge.

**VI. STIPULATIONS AS TO FACTS.**

The parties are unable to stipulate as to facts.

**VII. STIPULATIONS AS TO LAW.**

Diabetes is a recognized disability under the Americans with Disabilities Act.

**VIII. A LIST OF ALL TRIAL WITNESSES, INDICATING WHETHER SUCH WITNESSES WILL TESTIFY IN PERSON OR BY DEPOSITION, AND A BRIEF SUMMARY OF THE SUBSTANCE OF EACH WITNESS'S TESTIMONY.**

**A. Plaintiffs' lists of witnesses.**

- i. Javier Cabrera is expected to testify about all matters relating to the allegations of the First Amended Complaint.
- ii. Debbie Miller is expected to testify about all matters relating to the allegations of the First Amended Complaint.
- iii. Cherie Mancini is expected to testify regarding Local 1107's prior grant of a Local 1107 employee reasonable accommodations of transfer from organizers to the front desk position, the qualifications for the front desk position, and her personal knowledge about SEIU International employees Grace Vergara and Brian Shepherd's involvement in Plaintiff Cabrera's termination in 2015, NLRB case, and subsequent reinstatement in 2016.
- iv. Mary K. Henry is expected to give testimony regarding her involvement and directives to Local 1107 regarding operations, staffing and other matters related to the issue of alter-ego liability.

- 1 v. Kathy Eddie is expected to give testimony regarding SEIU  
2 International's involvement and directives to Local 1107  
3 regarding operations, staffing and other matters related to  
4 the issue of alter-ego liability.
- 5 vi. Neal Bisno is expected to give testimony regarding SEIU  
6 International's involvement and directives to Local 1107  
7 regarding operations, staffing and other matters related to  
8 the issue of alter-ego liability.
- 9 vii. Luisa Blue is expected to give testimony regarding all  
10 matters pertaining to the allegations in the FAC. Ms. Blue  
11 is also expected to give testimony regarding SEIU  
12 International's involvement and directives to Local 1107  
13 regarding operations, staffing and other matters related to  
14 the issue of alter-ego liability.
- 15 viii. Martin Manteca is expected to give testimony regarding all  
16 matters pertaining to the allegations in the FAC. Ms. Blue  
17 is also expected to give testimony regarding SEIU  
18 International's involvement and directives to Local 1107  
19 regarding operations, staffing and other matters related to  
20 the issue of alter-ego liability. Mr. Manteca will also testify  
21 regarding past allegations of harassment of organizing  
22 staff.
- 23 ix. Deedee Fitzpatrick is expected to give testimony regarding  
24 SEIU International's involvement and directives to Local  
25 1107 regarding operations, staffing and other matters  
26 related to the issue of alter-ego liability.  
27



- 1           x.     Barry Roberts is expected to give testimony regarding all  
2                 matters pertaining to the allegations in the FAC. Mr.  
3                 Roberts is also expected to give testimony regarding SEIU  
4                 International's trusteeship program, scheme, or plan that is  
5                 implemented in every SEIU International trusteeship.
- 6           xi.    Davere Godfrey is expected to give testimony regarding all  
7                 matters pertaining to the allegations in the FAC.
- 8           xii.   Brian Shepherd is expected to give testimony regarding all  
9                 matters pertaining to the allegations in the FAC. Mr.  
10                Shepherd is expected to give testimony regarding SEIU  
11                International's involvement and directives to Local 1107  
12                regarding operations, staffing and other matters related to  
13                the issue of alter-ego liability. Mr. Shepherd will give  
14                testimony regarding his prior involvement with Local 1107  
15                in 2015 and the termination of Plaintiff Cabrera in 2015.
- 16          xiii.   Grace Vergara is expected to give testimony regarding all  
17                 matters pertaining to the allegations in the FAC. Ms.  
18                 Vergara is expected to give testimony regarding SEIU  
19                 International's involvement and directives to Local 1107  
20                 regarding operations, staffing and other matters related to  
21                 the issue of alter-ego liability. Ms. Vergara will give  
22                 testimony regarding his prior involvement with Local 1107  
23                 in 2015 and the termination of Plaintiff Cabrera in 2015.
- 24          xiv.    Helen Sanders is expected to give testimony regarding all  
25                 matters pertaining to the allegations in the FAC.
- 26          xv.    Lanita Troyano is expected to give testimony regarding all  
27                 matters pertaining to the allegations in the FAC.



- 1           xvi. Rosy Salinas is expected to give testimony regarding all  
2           matters pertaining to the allegations in the FAC.
- 3           xvii. Robert Clarke is expected to testify regarding Local 1107's  
4           prior grant of a Local 1107 employee reasonable  
5           accommodations of transfer from organizers to the front  
6           desk position. Mr. Clarke will also give testimony  
7           regarding Local 1107's breach of his employment contract.
- 8           xviii. Peter Nguyen is expected to testify regarding Local 1107's  
9           prior grant of a Local 1107 employee reasonable  
10          accommodations of transfer from organizers to the front  
11          desk position. Mr. Nguyen will also give testimony  
12          regarding Local 1107's breach of his employment contract.
- 13          xix. Yvette Saenz is expected to give testimony regarding all  
14          matters pertaining to the allegations in the FAC.
- 15          xx. Betsy M. Palal MD is Plaintiff Miller's treating physician  
16          and is expected to testify regarding her physical  
17          impairment and its effect on her major life activities.
- 18          xxi. Person Most Knowledgeable and/or Custodian of Records,  
19          Betsy M. Palal MD will authenticate medical records.
- 20          xxii. Nick Liu, MD is Plaintiff Miller's treating physician and is  
21          expected to testify regarding her physical impairment and  
22          its effect on her major life activities.
- 23          xxiii. Person Most Knowledgeable and/or Custodian of Records,  
24          Nick Liu, MD, will authenticate medical records.
- 25          xxiv. Raji Venkat is Plaintiff Miller's treating physician and is  
26          expected to testify regarding her physical impairment and  
27          its effect on her major life activities.

xxv. Person Most Knowledgeable and/or Custodian of Records, Raji Venkat, MD, will authenticate medical records.

xxvi. Remzi Jaos is a former SEIU Local 73 staff member expected to testify regarding SEIU International's implementation of its trusteeship program, scheme or plan that involves getting rid of local union staff.

xxvii. Kevin B. Kirkendall, MBA, CPA-CGMA, CFE, 1522 is Plaintiff Miller's damages expert and will give testimony regarding her actual damages from lost wages, benefits etc.

xxviii. Brenda Marzan is expected to give testimony regarding SEIU International's involvement in Local 1107 operations during the trusteeship.

xxix. Glenn Rothner is expected to testify regarding his involvement with drafting Local 1107's constitution and bylaws while serving as SEIU International's attorney.

xxx. Steve Ury is expected to testify regarding his involvement with drafting Local 1107's constitution and bylaws while serving as SEIU International's attorney.

xxxi. In addition to the witnesses listed, Local 1107 lists those witnesses identified by other parties and reserves the right to call such witnesses.

xxxii. Plaintiffs object to Defendants' expert witnesses.

B. Local 1107 list of witnesses. All are in person.

i. Michael J. Mcavoyamaya. 4539 Paseo Del Rey, Las Vegas, Nevada 89121. Mr. Mcavoyamaya is expected to authenticate documents authored by him and confirm statements made by him.

- 1           ii.   Debbie Miller. C/O Michael J. Mcavoyamaya, 4539 Paseo Del Rey,  
2           Las Vegas, Nevada 89121. Ms. Miller will testify about the  
3           allegations and associated matters asserted in the First Amended  
4           Complaint.
- 5           iii.   Javier Cabrera. C/O Michael J. Mcavoyamaya, 4539 Paseo Del Rey,  
6           Las Vegas, Nevada 89121. Mr. Cabrera will testify about the  
7           allegations and associated matters asserted in the First Amended  
8           Complaint.
- 9           iv.   Martin Manteca. C/O Christensen James & Martin, 7440 W Sahara  
10          Ave., Las Vegas, NV 89117. Mr. Manteca will testify about the  
11          allegations and  
12          associated matters asserted in the First Amended Complaint.
- 13          v.   Luisa Blue. C/O Christensen James & Martin, 7440 W Sahara Ave.,  
14          Las Vegas, NV 89117. Ms. Blue will testify about the allegations and  
15          associated matters asserted in the First Amended Complaint.
- 16          vi.   Sean W. McDonald, Esq. 1375 55th Street Emeryville, CA 94608.  
17          Mr. McDonald will to testify about his interactions with the  
18          Plaintiffs' counsel, his communications with the Plaintiffs' counsel,  
19          and any other appropriate matter relating to the issues associated with  
20          the litigation. Note, listing Mr. McDonald as a witness is not intended  
21          to constitute a waiver of the attorney-client privilege or the attorney  
22          work product privilege. Numerous communications and interactions  
23          between Mr. McDonald and Mr. Mcavoyamaya occurred relating to  
24          the subject matter of the First Amended Complaint, and it is those  
25          non-privileged communications, documents and interactions that  
26          may be the subject of his testimony.

- vii. LaNita Troyano. C/O Christensen James & Martin, 7440 W Sahara Ave., Las Vegas, NV 89117. Ms. Toroyano is expected to testify about matters relating to the allegations of the First Amended Complaint.
- viii. Brenda Marzan. C/O Christensen James & Martin, 7440 W Sahara Ave., Las Vegas, NV 89117. Ms. Marzan is expected to testify about matters relating to the allegations of the First Amended Complaint.
- ix. Alehandra Cabrera. Ms. Cabrera is expected to testify about matters relating to the allegations of the First Amended Complaint.
- x. Rosario (Rosie) Salinas. C/O Michael J. Mcavoyamaya, 4539 Paseo Del Rey, Las Vegas, Nevada 89121. Ms. Salinas is expected to testify about matters relating to the allegations of the First Amended Complaint.
- xi. Grace Vergara-Mactal. C/O Christensen James & Martin, 7440 W Sahara Ave., Las Vegas, NV 89117. Ms. Vergara-Mactal is expected to testify about the matters relating to the allegations of the First Amended Complaint.
- xii. Brian Shepherd. C/O Christensen James & Martin, 7440 W Sahara Ave., Las Vegas, NV 89117. Mr. Shepherd is expected to testify about the matters relating to the allegations of the First Amended Complaint.
- xiii. Edward L. Bennett. 5290 Overpass Road, Suite 118, Santa Barbara, CA 93111. Mr. Bennet will testify about matters associated with his expert report.
- xiv. Kirk Marangi. 30 N. Raymond Ave., Suite 411, Pasadena, CA 91103. Mr. Marangi will testify about matters associated with his expert report.

1           xv. In addition to the witnesses listed, Local 1107 lists those witnesses  
2           identified by other parties and reserves the right to call such  
3           witnesses.

4           C. SEIU's list of witnesses.

5           SEIU concurs with the list of witnesses provided by Local 1107 and  
6           reserves the right to call any such witnesses as though SEIU's own witness. In  
7           addition, SEIU intends to call:

8           i. Deirdre Fitzpatrick. Rothner, Segall & Greenstone, 510 South  
9           Marengo Avenue, Pasadena, California 91101-3115. Chief of Staff  
10          of SEIU International. Ms. Fitzpatrick will testify about the  
11          allegations and associated matters asserted in the First Amended  
12          Complaint, and specifically regarding the relationship between SEIU  
13          International and Local 1107 during the trusteeship over Local 1107,  
14          in response to Plaintiffs' claims that SEIU is liable for Local 1107's  
15          conduct because it is an alter ego of or single employer with Local  
16          1107.

17 **IX. DESIGNATION OF DEPOSITION TESTIMONY.**

18          All objections are preserved as to proffered deposition testimony. Otherwise,  
19          each party hereby designates as follows:

20          A. Plaintiffs' designations. Plaintiff intends to utilize depositions as  
21          testimony if a witness gave deposition testimony and that witness is  
22          justifiably unavailable for trial. Plaintiff reserves the right to identify  
23          such depositions or portions of the depositions as may be necessary.  
24          Plaintiff reserves the right to use depositions for all additional lawful  
25  
26  
27

purposes. At present, Plaintiff designates the following as potential deposition testimony<sup>2</sup>

- i. Brian Shepherd
- ii. Martin Manteca
- iii. Javier Cabrera
- iv. Debbie Miller
- v. Davere Godfrey
- vi. Lanita Troyano
- vii. Luisa Blue
- viii. Grace Vergara
- ix. Rosy Salinas
- x. Brenda Marzan
- xi. Mary Grillo
- xii. DeeDee Fitzpatrick
- xiii. Mary Kay Henry
- xiv. Neal Bisno
- xv. Local 1107's 30b6 witness
- xvi. SEIU's 30b6 witnesses

B. Local 1107's designations. Local 1107 intends to utilize depositions as testimony if a witness gave deposition testimony and that witness is justifiable unavailable for trial. Local 1107 reserves the right to identify such depositions or portions of the depositions as may be necessary. Local 1107 reserves the right to use depositions for all additional lawful purposes. At present, Local 1107 designates the following as potential deposition testimony: Staff Union 36(b)6 (Rosario Salinas), Javier Cabrera, and Debbie Miller.

---

<sup>2</sup> These depositions include those conducted in related cases that the parties stipulated were part of the record of this case.

C. SEIU's designations. Pursuant to Federal Rule of Civil Procedure 32, SEIU designates the depositions of Plaintiffs Javier Cabrera, Debbie Miller, and the deposition of NSEUSU's designee under Rule 30(b)(6), Rosario Salinas. SEIU reserves the right to use such testimony for any and all purposes allowable by law, specifically against the adverse parties (Plaintiffs) in this action, and without limitation as to which portions of such depositions.

#### **X. EXHIBIT LISTS.**

The parties agree that even where a document is marked as admissible, portions of the document may not be admissible. Local 1107 and SEIU have sought to follow the Court's chamber practices directive regarding the use of one star \* and two stars \*\* for authenticity and admissibility. However, that practice is difficult to apply to the documents because certain portions of documents may be impermissible for consideration. Objections to portions of documents are therefore preserved and may be asserted at appropriate times. If not marked with a \* or \*\*, all objections are retained.

##### **A. Plaintiffs' list.**

No.	Description	Bates Nos.
**	NSEUSU Collective Bargaining Agreement 2015-2018	CMM7892-7928
*	28-CA-209109 NLRB Trial Transcripts	CMM8017-8602
	28-CA-156789 NLRB Charge against Local 1107	CMM7773
	28-CA-156789 NLRB sworn statement Susan Smith and exhibits	CMM7716-7740
	28-CA-156789 NLRB sworn statement by Javier Cabrera and exhibits	CMM7741-7772
*	NSEUSU Grievance 6/20/2017	CMM7948
*	NSEUSU Grievance 7/29/2017	CMM7950-51
*	NSEUSU Grievance 10/06/2017	CMM7952

1	**	NSEUSU Grievance 10/29/2017	CMM7954
2	**	NSEUSU Grievance 10/31/2017	Local – 0036
3	**	NSEUSU Grievance 11/28/2017	Local – 37
4		Local 1107 Personnel Policies 12/2017	CMM7707
5	**	Local 1107 Informal Meeting Notes	Local 89-90
6		Debbie Miller Medical Records Dr. Raji Venkat	CMM1729-98
7	**	Debbie Miller Medical Records Dr. Betsy Palal	CMM1725-28
8	**	Miller Doctors Notes Dr. Nick Liu	Local 82, 83, 85
9	**	Miller Doctors Notes Dr. Raji Venkat	Local 84, 86
10	**	Local 1107 10/19/2017 Email/Letter to Miller	Local 14-16
11	**	Local 1107 Email and Letter 10/26/2017	Local 27-30
12	*	TWR Campaign Documents	CMM428-481
13	**	Cabrera Weekly Plans	CMM1568-71
14	**	Local 1107 Notice of Termination to Cabrera 8/11/2017	CMM7886-91 <sup>3</sup>
15	**	Local 1107 Resp. 2nd Disc. Req. 11/14/2019	
16	**	Local 1107 Step 1 Letter to Miller 1/3/2018	CMM184-187
17	**	Local 1107 Step 2 Letter to Cabrera 1/29/2018	CMM161-165
18	**	Manteca Email RE: Grievance Procedure 11/15/2017	Local 836
19		Local 1107 12/01/2017 Policies	CMM7708-15
20	**	Miller email to Manteca and Blue RE: Request for Reasonable Accommodations	Local – 23-24
21	*	Local 1107 Letter 2/12/2018	CMM203-205
22	*	Local 1107 Letter 2/15/2018	CMM206
23	*	Local 1107 Letter 2/26/2018	Local 10037
24	**	Debbie Miller's Medical Records from Palm Medical Group,	CMM 1726- 1728
25	**	Debbie Miller's Medical Record from Dignity Health Group Nevada, dated September 19, 2017	CMM 1758
26	**	Debbie Miller's Medical Record from Dignity Health Group Nevada, dated October 9, 2017	CMM 1746

<sup>3</sup> Page 7886 is not agreed to.



1	**	Debbie Miller's Medical Record from Dignity Health Group Nevada, dated October 31, 2017	CMM 1756
2	**	Debbie Miller's Medical Record from Dignity Health Group Nevada, dated December 10, 2018	CMM 1737
3		Local 1107 Letter 9/06/2019	
4		Local 1107 Letter RE: Cabrera Termination 10/30/2017	CMM 151-155
5		Prescription for Javier Cabrera, dated October 17, 2017, Rx. No. C 1194282	Local 377
6		Prescription for Javier Cabrera, dated October 17, 2017, Rx. No. 1195727	Local 379
7		Prescription for Javier Cabrera, dated October 17, 2017, Rx. No. 1195727	Local 381
8		Debrief Sheet, dated October 18, 2017	Local 395-396
9		Debrief Sheet, dated October 24, 2017	Local 394
10		Email from Javier Cabrera to Grace Vergara, dated October 16, 2017, at 11:13 p.m. (Note, includes entire email chain).	Local 406
11		Email from Grace Vergara to Javier Cabrera, dated October 16, 2017, at 11:48 p.m. (Note, includes entire email chain).	Local 406
12		Grievance filed October 31, 2017, seeking to have Javier Cabrera reinstated and made whole in every way	Local 36
13		Grievance filed November 28, 2017, refusing to participate in the grievance procedure	Local 37
14		Local 1107 Responses to Interrogatories	
15		Local 1107 Responses to Requests for Admission	
16		SEIU Responses to Interrogatories	
17		SEIU Responses to Requests for Admission	
18		Letter from Martin Manteca to Susan Smith, dated December 21, 2017	CMM 156-159
19		Barry Robert's Sworn Affidavit	CMM1737-41
20		SEIU International Emails (Clarke case discovery)	SEIU204-205
21		SEIU International Emails (Clarke case discovery)	SEIU0075
22		SEIU/Local 1107 Salary Agreement	SEIU-CAB674
23		Grievance filed on October 6, 2017 on behalf of John Archer.	CMM 176
24			
25			
26			
27			

		Grievance, dated February 7, 2018	CMM 1669
**		SEIU Constitution	SEIU2376-2446
		Kirkendall Expert Report with exhibits	
		Blue email and memo RE: Cases against L1107	SEIU CAB686-688
		Blue Responses To Requests for Admission	
		Blue Responses to Interrogatories	
		Manteca Responses to Requests for Admission	
		Manteca Responses to Interrogatories	
		SEIU International Emails	SEIU-CAB35-43
		Local 1107 Letter RE: Javier Cabrera/Investigatory Meeting 8/11/2017	CMM007886
		Mary Kay Henry Email 6/16/2017	CMM471-478
		Troyano Investigatory Meeting Notes	CMM1587-88
		Javier Emails RE: Out of the Office	SEIUNV70-74
		Local 1107 Settlement with Javier Cabrera 5/17/2016	SEIUNV296
		Javier Cabrera Notes RE: Termination (NLRB Trial Exhibit)	CMM7957-61
		Javier Cabrera Weekly Plans	CMM7962-65
		Godfrey Email	SEIUNV176
		Sign in Sheet	SEIUNV177
		Javier Debrief Sheets	CMM7968-70
		Cabrera Email	SEIUNV0059
		Cabrera Email	SEIUNV203
		Godfrey Email	SEIUNV178
		Cabrera Dentist Records	SEIUNV179-190
		Local 1107 Personnel Policies 2015	SEIUNV498-505
		Vergara Emails	SEIUNV75-81
		Cabrera Expense Receipts and Tables	CABRERA1-432

1		Cabrera W2s from UCFW	CABRERA433-437
2		Local 1107 March 1, 2019 Personnel Policies	CMM7829-35
3		November 27, 2017 Personnel Policies	CMM7836-43
4		Cabrera Investigatory Meeting Notes	CMM7944-46
5		Settlement agreement between L1107 and Cabrera 2016	CMM7946
6		Map of L1107 Office Building	CMM7955-56
7		Local 1107 Personnel Policies 2015	CMM8002-09
8		Local 1107 Member emails RE: C&B amendments	CMM8603-24
9		Vergara email 2/6/2018 Email RE: Turf Plan Deadline	CMM1672
10		Cabrera Earnings Statement Education Support Employees Union	CMM122-123
11		Miller Income Tax Documents	CMM1-43
12		Miller Davita Pay Stubs	CMM44-121
13		Local 1107 12/21/2017 Letter	CMM156-59
14		NSEUSU Grievance 7/26/2017	CMM172
15		NSEUSU Grievance 5/03/2017	CMM173
16		NSEUSU Grievance 9/25/2017	CMM176
17		NSEUSU Grievance 5/3/2018	CMM178
18		Cabrera's TWR Cards	CMM260-275, 305-383
19		Cabrera PTO Request	CMM384
20		SEIU NV Campaign sign up sheets	CMM385-386
21		Cabrera text messages to Helen Sanders	CMM400-407
22		TWR Emails and Power Point	CMM428-463
23		TWR Plan Email and Attachments	CMM464-470
24		Manteca Email RE: TWR Materials	CMM479-517
25		Cabrera Emails to Vergara RE PTO	CMM523-535
26		Barry Robert's Sworn Affidavit	CMM593-597
27		NLRB ALJ Decision	CMM598-612
		Cabrera home sale document	CMM1724
		MKH Response to Requests for Admission	

1		MKH Responses to Requests for Interrogatories	
2		Blue Email 5/27/2018	SEIU-CAB686-88
3		SEIU International emails	SEIU-CAB92-127
4		Shepherd Emails to Eddy 9/28/2018	SEIU-CAB131
5		Eddy Email COF Agenda	SEIU-CAB152-156
6		Eddy Email 1107 Report	SEIU-CAB157
7		Trustees report to MKH 10/5/2018	SEIU-CAB159-166
8		Eddy Email 10/5/2018	SEIU-CAB169-170
9		Eddy Email 8/27/2018	SEIU-CAB181
10		Shepherd Email 9/10/2018	SEIU-CAB235-236
11		Shepherd email 9/10/2018	SEIU-CAB241-245
12		Fitzpatrick Email 11/13/2018	SEIU-CAB250
13		Trustee Memo to MKH 10/5/2018	SEIU-CAB251-258
14		Trustee Memo to MKH 11/11/2018	SEIU-CAB259
15		Bisno Email	SEIU-CAB269
16		Bisno Emails	SEIU-CAB271-75
17		Bisno Email	SEIU-CAB278-79
18		Bisno Email	SEIU-CAB280-81
19		Eddy Email 12/06/2018	SEIU-CAB284-85
20		Eddy Email 11/3/2018	SEIU-CAB290-91
21		Eddy Email 10/25/2018	SEIU-CAB292
22		Eddy Email COF Comms plan	SEIU-CAB295
23		Bates Email 11/10/2018	SEIU-CAB320
24			
25			
26			
27			

1		Bates Email	SEIU-CAB334-342
2		Shepherd Email 10/22/2018	SEIU-CAB398-99
3		MKH Email 12/17/2018	SEIU-CAB416-418
4		Ratification Plan 11/28/2018	SEIU-CAB470-72
5		Bisno email 10/15/2018	SEIU-CAB489
6		MKH Email 10/1.2018	SEIU-CAB492-93
7		COF Draft Agenda	SEIU-CAB528-29
8		Draft Agenda SEIU Intl Meeting 10/11/2018	SEIU-CAB617-625
9		SEIU Planning Next Steps	SEIU-CAB651-63
10		Pension and Health Benefit Tables	Local 6841-42
11		While many of the designations in the preceding table list documents with bates numbers produced by Plaintiffs in this matter, Plaintiffs reserved the right to supplement these exhibits with corresponding identical documents presumed to be authentic because they were produced in discovery by Defendants.	
12			
13		Rebuttal documents. Plaintiffs places other parties on notice that other documents not listed as an exhibit may be used as exhibits in rebuttal to testimony given or other evidence presented.	
14			
15			
16			
17			
18			
19			
20			
21			

22 Plaintiffs reserve the right to raise additional objections should issues be  
 23 discovered in the future.

24 B. Local 1107's list. Local 1107, despite reserved objections, also objects  
 25 to Plaintiffs' exhibit list as identifying documents not produced during  
 26 the litigation and too indefinitely described.  
 27

No.	Description	Bates Nos.
1001	Emergency Trusteeship Order	
1002	Email from Debbie Miller to Martin Manteca, dated September 28, 2017, at 3:35 p.m.	Local 603
1003	Email from Martin Manteca to Debbie Miller, dated September 28, 2017, at 6:04 p.m.	Local 603
1004	Email from Debbie Miller with attachments, Dated October 11, 2017, at 1:48:46 p.m.	Local 5-7
1005	Raji Venkat, Dr. Note, dated October 9, 2017	Local 9
1006	Nick Liu, Dr. Note, dated October 11, 2017	Local 8
1007	Betsy Palal, Dr. Note, dated November 7, 2017	Local 63
1008	Meeting Notes, dated October 17, 2017	Local 681-682
1009	Email from Debbie Miller to Martin Manteca, dated October 17, 2017, at 9:09 p.m.	Local 607
1010	Email to Debbie Miller with attachment, dated October 19, 2017, at 11:29:50 a.m.	Local 14-16
1011	Request for additional information letter dated October, 19, 2017	Local 516-517
1012	Email from Debbie Miller with attachment, dated October 23, 2017 at 9:38 p.m.	Local 23 - 25
1013	Accommodations letter dated 10/26/2017	Local 518-520

1014	Email from Debbie Miller to Martin Manteca, dated October 28, 2017, at 8:10:31	Local 845-847
1015	Email from Debbie Miller, dated October 31, 2017, at 5:15:30 p.m.	Local 109
1016	Email from Martin Manteca, dated October 31, 2017, at 2:35 p.m.	Local 862-863
1017	Email from Susan Smith with attachment, dated October 29, 2017, at 8:29:54	Local 34-35
1018	Debbie Miller Grievance, dated October 29, 2017	Local 35
1019	Email chain between Martin Manteca and Susan Smith, last email dated December 4, 2017, at 4:10:58	Local 113-114
1020	Email chain between Martin Manteca and Debbie Miller, last email dated December 4, 2017, at 5:33:46 p.m.	Local 116-117
1021	Email chain between Luisa Blue and Susan Smith, last email dated December 7, 2017, at 7:45:19 a.m.	Local 118 -119
1022	Email from Debbie Miller, dated January 7, 2018, at 5:02:13.	Local 40-41
1023	**Letter from Sean W. McDonald to Michael Mcavoyamaya, dated December 21, 2017	Local 121-122
1024	**Email from Michael Mcavoyamaya, dated December 22, 2018, at 5:02:40 p.m.	Local 123
1025	**Letter from Sean W. McDonald to Michael Mcavoyamaya, dated January 21, 2018, at 3:38:00 p.m.	Local 125

1026	Letter from Luisa Blue to Michael Mcavoyamaya, dated January 3, 2018.	Local 524-527
1027	**Email from Michael Mcavoyamaya, dated January 7, 2018, at 2:52:39	Local 38
1028	**Email from Sean W. McDonald to Michael Mcavoyamaya, dated January 8, 2018, at 3:33:00 p.m.	Local 142-143
1029	**Letter from Debbie Miller, dated February 19, 2018	Local 71
1030	**Organizer Job Description	Local 219
1031	Charge of Discrimination filed with the EEOC	Local 363
1032	Debbie Miller's Medical Records from Palm Medical Group,	CMM 1726-1728
1033	Debbie Miller's Medical Record from Dignity Health Group Nevada, dated September 19, 2017	CMM 1758
1034	Debbie Miller's Medical Record from Dignity Health Group Nevada, dated October 9, 2017	CMM 1746
1035	Debbie Miller's Medical Record from Dignity Health Group Nevada, dated October 31, 2017	CMM 1756
1036	Debbie Miller's Medical Record from Dignity Health Group Nevada, dated December 10, 2018	CMM 1737
1037	Notice of Termination for Javier Cabrera, dated October 30, 2017	CMM 151-155
1038	Letter from Paul D. Cotsonis to Susan Smith with attachments, dated December 13, 2017	CMM 532-535



1	1039	Together We Rise Card, Juanita Payne	Local 365
2	1040	Together We Rise Card, Daniel Werber	Local 365
3			
4	1041	Together We Rise Card, Cavra J. Davis	Local 366
5	1042	Together We Rise Card, Pamela Spencer	Local 366
6			
7	1043	Together We Rise Card, Cathy Rutkowski	Local 367
8	1044	Together We Rise Card, Lamisha Bowden	Local 367
9			
10	1045	Together We Rise Card, Gitte Kem	Local 368
11	1046	Together We Rise Card, Ernestine Sexton	Local 368
12			
13	1047	Together We Rise Card, Linda Stone	Local 369
14	1048	Together We Rise Card, Carmen Scott	Local 369
15			
16	1049	Together We Rise Card, Connie R. Dunbar	Local 370
17	1050	Together We Rise Card, Sherry Williams – Lamb	Local 370
18			
19	1051	Together We Rise Card, Deborah Wheeler	Local 412
20	1052	Together We Rise Card, Tasha Hole	Local 413
21			
22	1053	Together We Rise Card, Elised Delassantos	Local 444
23	1054	Together We Rise Card, Barbara Straight	Local 445
24			
25	1055	Together We Rise Card, Parvin Bhai Pema	Local 446
26	1056	Together We Rise Card, Elain Go	Local 447
27			

1	1057	Together We Rise Card, Wu Shiang-Yuh	Local 448
2	1058	Together We Rise Card, Bedly Dorsey	Local 449
3	1059	Together We Rise Card, Elizabeth Semons	Local 450
4	1060	Together We Rise Card, Mollie Logan	Local 451
5	1061	Together We Rise Card, Pamela Smith	Local 452
6	1062	Together We Rise Card, Natalie Smith	Local 453
7	1063	Together We Rise Card, Susan Gibson	Local 454
8	1064	Together We Rise Card, Ruby Rivas	Local 455
9	1065	Together We Rise Card, Michele Hughes	Local 456
10	1066	Together We Rise Card, Denis Vaugh	Local 457
11	1067	Together We Rise Card, Beth Barield	Local 458
12	1068	Together We Rise Card, Patrick Joyce	Local 459
13	1069	Together We Rise Card, Stephanie Gordon	Local 2135
14	1070	Together We Rise Card, Blnaca Jiminez	Local 2159
15	1071	Together We Rise Card, Annette Jezek	Local 2161
16	1072	Prescription for Javier Cabrera, dated October 17, 2017, Rx. No. C 1194282	Local 377
17	1073	Prescription for Javier Cabrera, dated October 17, 2017, Rx. No. 1195727	Local 379

1074	Prescription for Javier Cabrera, dated October 17, 2017, Rx. No. 1195727	Local 381
1075	Debrief Sheet, dated October 18, 2017	Local 395-396
1076	Debrief Sheet, dated October 24, 2017	Local 394
1077	Email from Javier Cabrera to Grace Vergara, dated October 16, 2017, at 11:13 p.m. (Note, includes entire email chain).	Local 406
1078	Email from Grace Vergara to Javier Cabrera, dated October 16, 2017, at 11:48 p.m. (Note, includes entire email chain).	Local 406
1079	Grievance filed October 31, 2017, seeking to have Javier Cabrera reinstated and made whole in every way	Local 36
1080	Grievance filed November 28, 2017, refusing to participate in the grievance procedure	Local 37
1081	**Email from Sean W. McDonald to Michael Mcavoyamaya , dated January 2, 2018, at 3:38 p.m.	Local 314
1082	**Email from Michael Mcavoyamaya to Sean W. McDonald, dated January 4, 28, at 9:05:51 p.m.	Local 128- 129
1083	Staff Union CBA, dated January 1, 2015 through December 31, 2018	Local 169 -203
1084	Letter from Martin Manteca to Susan Smith, dated December 21, 2017	CMM 156-159
1085	Letter from Luisa Blue to Michael Mcavoyamaya, dated January 3, 2018	CMM 160

1086	Letter from Luisa Blue to Susan Smith, dated January 29, 2019	CMM 198-202
1087	**Letter from Sean W. McDonald to Michael Mcavoyamaya, dated March 5, 2018	CMM 216-217
1088	**Letter from Sean W. McDonald to Michael Mcavoyamaya, dated March 8, 2018	CMM 218
1089	**Email from Sean W. McDonald to Michael Mcavoyamaya, dated April 6, 2018, at 5:27 p.m.	CMM 219-220
1090	**Email from Michael Mcavoyamaya to Sean W. McDonald, dated April 13, 2018, at 1:57:19 p.m.	
1091	Grievance filed on October 6, 2017 on behalf of John Archer.	CMM 176
1092	Grievance, dated February 7, 2018	CMM 1669
1093	Letter from Luisa Blue to Susan Smith, dated February 13, 2018	CMM 203-205
1094	Letter from Martin Manteca Blue to Susan Smith, dated February 16, 2018	CMM 206
1095	Letter from Luisa Blue to Susan Smith, dated February 26, 2018	Local 10037
1096	**Letter from Michael Mcavoyamaya to the National Labor Relations Board, dated May 29, 2018	CMM 553-585
1097	**Affidavit of Resident Witness, by Manuel Guerra	Local 1273-1274

1098	**Joint Petition for Divorce, filed July 18, 2014	Local 1275-1288
1099	**Decree of Divorce, filed August 27, 2014	Local 1340-1361
1100	Debbie Miller's Responses to Interrogatories	
1101	Staff Union's Responses to Interrogatories	
1102	Requests for Admissions sent to Debbie Miller, dated August 22, 2019	
1103	**Edward L. Bennett Expert Report with exhibits	
1104	**Kirk Marangi Expert Report with tables and attach	
1105	Rebuttal documents. Local 1107 places other parties on notice that other documents not listed as an exhibit may be used as exhibits in rebuttal to testimony given or other evidence presented.	
1106	Local 1107 incorporates and may use or otherwise rely upon exhibits identified and / or used by other parties.	

C. SEIU's list.

In addition to those exhibits listed below, SEIU hereby incorporates and may rely for its case-in-chief on any exhibit named by Local 1107 or any other party, and also reserves its right to call additional documents for rebuttal or impeachment purposes.

No.	Description	Bates Nos.
1107	SEIU 2016 Constitution and Bylaws	
1108	Trusteeship Order, dated April 28, 2017	

1109	Report and Recommendations on Emergency Trusteeship	
------	---	--

**XI. TRIAL DATES.**

The parties further inform the Court and stipulate to available trial dates of October 25-29, 2021 and thereafter.

**XII. SETTLEMENT CONFERENCE.**

The parties stipulate to a prompt referral of this matter to a United States Magistrate Judge to conduct a settlement conference.

Dated May 14, 2021.

CHRISTENSEN JAMES & MARTIN

ROTHNER, SEGALL & GREENSTONE

By: /s/ Evan L. James

By: /s/ Eli Naduris-Weissman

Evan L. James, Esq.  
Nevada Bar No. 7760  
7440 W. Sahara Avenue  
Las Vegas, NV 89117  
Tel.: (702) 255-1718  
Fax: (702) 255-0871  
elj@cjmlv.com

Eli Naduris-Weissman, Esq.  
Pro Hac Vice  
510 S. Marengo Ave.  
Pasadena, California 91101-3115  
Tel.: (626) 796-7555  
enaduris-weissman@rsglabor.com  
*Attorneys for SEIU and*  
*Mary Kay Henry*

*Attorneys for Local 1107,  
Luisa Blue, and Martin Manteca*

By: /s/ Michael J. Mcavoyamaya

Michael J. Mcavoyamaya, Esq.  
Nevada Bar No. 14082  
4539 Paseo Del Ray  
Las Vegas, NV 89121  
Tel.: (702) 299-5083  
mmcavoyamayalaw@gmail.com  
*Attorney for Plaintiffs*

It is so ordered:

\_\_\_\_\_  
United States District Court Judge

Dated: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I am an employee of Christensen James & Martin and caused a true and correct copy of the foregoing document to be served in the following manner on the date it was filed with the Court's ECF System.

✓ ELECTRONIC SERVICE: Through the Court's E-Filing System to the following:

— VIA UNITED STATES MAIL:

Michael J. Mcavoyamaya, Esq. Email copy to: mcavoyamayalaw@gmail.com  
4539 Paseo Del Ray  
Las Vegas, NV 89121

Jonathan Cohen, Esq. Email copy to: jcohen@rsglabor.com  
Eli Naduris-Weissman, Esq. Email copy to: enaduris-  
weissman@rsglabor.com

Carlos Coye, Esq. Email copy to: ccoye@rsglabor.com  
Rothner, Segall & Greenstone  
510 South Marengo Avenue  
Pasadena, California 91101-3115

CHRISTENSEN JAMES & MARTIN

By: /s/ Evan L. James  
Evan L. James